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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Allyn J. Folk Debtor Case No. 19-15009-amc Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-4 User: Stacev Page 1 of 1 Date Rcvd: Feb 13, 2020 Form ID: pdf900 Total Noticed: 9

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 15, 2020.

db +Allyn J. Folk, 120 Buck Street, Wernersville, PA 19565-2102

+Bureau of Audit and Enforcement, City of Allentown, 435 Hamilton Street, smq

Allentown, PA 18101-1603

City Treasurer, Eighth and Washington Streets, Reading, PA 19601 smg

3501 Corporate Pkwy, P.O. Box 520, smq +Dun & Bradstreet, INC, Centre Valley, PA 18034-0520

Allentown, PA 18101-2401 17 South Seventh Street, smg +Lehigh County Tax Claim Bureau,

+Tax Claim Bureau, 633 Court Street, Second Floor, Reading, PA 19601-4300 smg +Wilmington Savings Fund Society, FSB, as trustee o, c/o KEVIN G. MCDONALD, cr

701 Market St. Suite 5000, Philadelphia, PA 19106-1541

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

E-mail/Text: RVSVCBICNOTICE1@state.pa.us Feb 14 2020 03:43:53 smq

Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946.

Harrisburg, PA 17128-0946

+E-mail/Text: usapae.bankruptcynotices@usdoj.gov Feb 14 2020 03:44:08 U.S. Attorney Office, smg c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404

TOTAL: 2

***** BYPASSED RECIPIENTS ***** NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank, P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 15, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 13, 2020 at the address(es) listed below:

BRENNA HOPE MENDELSOHN on behalf of Debtor Allyn J. Folk tobykmendelsohn@comcast.net JEROME B. BLANK on behalf of Creditor The Bank Of New York Mellon, et.al. paeb@fedphe.com KEVIN G. MCDONALD on behalf of Creditor Wilmington Savings Fund Society, FSB, as trustee of

Stanwich Mortgage Loan Trust A bkgroup@kmllawgroup.com on behalf of Creditor REBECCA ANN SOLARZ Wilmington Savings Fund Society, FSB, as trustee of

Stanwich Mortgage Loan Trust A bkgroup@kmllawgroup.com SCOTT F. WATERMAN (Chapter 13) ECFMail@ReadingCh13.com

THOMAS YOUNG HAE SONG on behalf of Creditor The Bank Of New York Mellon, et.al.

paeb@fedphe.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 7

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IN THE UNFFED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Allyn J. Folk

Debtor

CHAPTER 13

Wilmington Savings Fund Society, FSB, as trustee of Stanwich Mortgage Loan Trust A

Movant

NO. 19-15009 AMC

VS.

Allyn J. Folk

Debtor

11 U.S.C. Section 362

Scott F. Waterman, Esquire

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$4,070.36 which breaks down as follows:

Post-Petition Payments:

September 9, 2019 to February 9, 2020 at \$506.56/month

Fees & Costs Relating to Motion:

\$1,031.00

Total Post-Petition Arrears

\$4,070.36

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$4,070.36.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$4,070.36 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due March 9, 2020 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$506.56 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

Doc 39 Case 19-15009-amc Filed 02/15/20 Entered 02/16/20 00:52:28 Desc Imaged In the event the payments under Section 3 above are not tendered pursuant to the

terms of this stipulation, Movant shall notify Debter and Debtor's attorney of the default in writing

and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor

should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default

with the Court and the Court shall enter an Order granting Movant immediate relief from the

automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default

with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to

seek reimbursement of any amounts not included in this stipulation, including fees and costs, due

under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: February 3, 2020

5.

By: /s/ Rebecca A. Solarz, Esquire

Attorney for Movant

Brenna Hope Mendelsohn, Esquire

Attorney for Debtor

/s/ Rolando Ramos-Cardona for

Scott F. Waterman, Esquire

Chapter 13 Trustee

Approved by the Court this _____ day of retains discretion regarding entry of any further order.

2020. However, the court

Date: February 13, 2020

Bankruptcy Judge

Ashely M. Chan